

JANITORIAL SERVICE
CONTRACT

THIS AGREEMENT, made and entered into by and between the South Dakota Department of Labor (hereinafter referred to as the Agency) and A-1 Cleaning & Restoration, Watertown, SD (hereinafter referred to as the Contractor).

WHEREAS, the Agency desires certain services as hereinafter specified, and the Contractor has agreed to provide such services;

NOW, THEREFORE, in consideration of the promises, mutual agreements, and such other good and sufficient consideration as identified herein, the parties to this contract agree as follows:

1. The Agency hereby agrees to retain the contractor for services identified herein and the Contractor hereby accepts such retainer upon the terms and conditions hereinafter set forth.
2. The Contractor is retained by the Agency only for the purposes and extent set forth in this contract, and the Contractor's relationship to this Agency shall, during the period covered by this contract, be that of an independent contractor to a principal and the Contractor shall be free to dispose of his time as he sees fit during those hours which are not obligated hereunder to the Agency.
3. The contractor shall perform all the duties necessary in providing janitor service in the State Offices as per the attached janitor services specification schedule.
4. The term of this contract shall be from the 1st day of July 2010 to the 30th day of June 2011. This contract may be terminated by either party, the Department of Labor or the Contractor, upon thirty (30) days' written notice.
5. The Agency shall pay the Contractor the sum of \$2720.00 at the end of each month for the performance of services identified in this contract. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$32,640.00. It is agreed this amount shall be the total compensation to the Contractor, and the Contractor shall not receive additional reimbursement for any expenses incurred in the performance of duties specified in this contract.
6. The Contractor agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceeding which may arise as a result of performing services hereunder. This section does not require the Contractor to be responsible for or

defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

7. The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$100,000 each occurrence, a general aggregate limit of not less than \$200,000 and a products-completed operations aggregate of not less than \$100,000.

If applicable the Contractor shall procure and maintain business liability automobile insurance, workers' compensation insurance and unemployment insurance as required by South Dakota Law.

Five days prior to commencement of work under this Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the State. The Contractor shall furnish copies of insurance policies if requested by the State.

8. This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.
9. State unemployment insurance laws require that employers maintain records of employment and wages and provide this information, along with other reports as needed, to the Department. This information is confidential and unauthorized release is a Class 2 misdemeanor. The Department is subject to the federal Privacy Act, as records include social security numbers, and this Act provides civil and criminal penalties for unauthorized disclosure. Other federal confidentiality provisions also apply to records maintained concerning applicants and employers using Department programs.
10. As Contractor may be performing cleaning services after normal business hours, Contractor will warrant and ensure that those workers, whether they are employees, subcontractors, servants, agents, volunteers, or otherwise under Contractor's control, are not on parole from any federal or state institution. It shall be Contractor's responsibility to determine whether its workers are parolees

JANITOR SERVICES
SPECIFICATION SCHEDULE

The Janitor Service will perform the cleaning services as specified below five (5) days per week, with the exception of holidays observed by the South Dakota Department of Labor. The work shall be performed after 5:00 p.m.

The Janitor shall provide all cleaning equipment, i.e., vacuum cleaners, mops, cleaners and disinfectants as necessary.

It is mutually understood and agreed that the South Dakota Department of Labor will furnish the following maintenance items.

Paper towels
Toilet Paper
Hand Soap

Incandescent bulbs
Fluorescent bulbs
Trash can liners

A. Interior

1. Floors

- a. On a daily basis all vinyl tile areas are to be dust-mopped using a non-slip product.
- b. On a daily basis vinyl and/or ceramic tiles in the entrance areas, rest rooms, and break rooms are to be wet-mopped using a non-slip product.
- c. Using a non-slip product scrub and wax tile floors in the entrance areas, reception area, break room, and rest rooms quarterly (December, March, June, September).
- d. Throw rugs at entrance are to be vacuumed daily.
- e. Carpets are to be spot cleaned daily.
- f. All vinyl tiles areas are to be buffed one time per month.
- g. Carpets
 - (1) All hallways, aisles, and walkways to be vacuumed daily.
 - (2) Individual offices and office pods to be vacuumed every day.

2. Windows

- a. Door and entry glass is to be cleaned daily.
- b. All interior partition window and/or reception glass is to be cleaned one (1) time a week.
- c. All exterior windows to be washed on the inside quarterly (December, March, June and September) and the outside two (2) times a year (April and September).
- d. Window sills and frames to be dusted daily.

3. Furniture and General Interior

a. Custodial Closet:

- (1) The custodial closet to be kept neat, clean, and orderly at all times.
- (2) All cleaning products are to be stored in their original, properly labeled containers
- (3) Any product requiring special handling or the use of personal protective equipment is to be clearly labeled and the special handling instructions identified.
- (4) Flammable and combustible fluids should be stored in safety cans, preferably in locked and identified cabinets.
- (5) The amount of cleaning supplies stored is to be kept to immediate use level.
- (6) Used dry mops are to be hung when stored.
- (7) Used oil rags are to be stored in metal containers with tight fitting lids.

b. Empty wastebaskets daily. Clean if needed.

c. Disinfect the drinking water fountains daily.

d. File cabinets dusted daily--cleaned one (1) time per week.

e. Reception counter to be dusted and sanitized daily; polished one (1) time per week.

f. Testing tables, conference tables, and reception tables are to be cleaned on a daily basis.

g. Dividers/partitions are to be dusted one (1) time per week.

h. Heating ducts and light fixtures in ceiling are to be cleaned quarterly (December, March, June, and September).

i. Cloth panels are to be vacuumed semi-annually (March and September).

j. Replace light bulbs as needed from customer stock.

k. Spot clean walls and ceilings as needed or as requested by the DOL Manager.

l. Remove cobwebs and other foreign objects from walls and ceilings as needed or as requested by the DOL Office Manager.

m. Straighten magazines and papers on the tables in the reception area and dust tables daily.

4. Waste Removal

- #### a. Accumulated waste materials are to be put in covered outdoor garbage receptacles daily.

5. Rest rooms

a. Clean, sanitize and disinfect sinks, toilets, and urinals daily.

b. Floors (see section A.1.b).

c. Tile walls and booth stalls walls to be wiped down daily.

d. Clean and polish all mirrors and chrome daily.

- e. Fill all soap dispensers as required.
 - f. Fill towel and toilet paper holders as required.
 - g. Using a non-slip product scrub and wax rest room floors quarterly (December, March, June, September).
6. Employees Break Areas
- a. Empty trash cans daily.
 - b. Floors (see section A.1.b).
 - c. Spot clean walls daily.
 - d. Scrub, wax and buff floors one (1) time per month.
7. Supply Rooms: No cleaning is required in the supply rooms.

B. Exterior

- 1. Snow removal from building sidewalks prior to 7 a.m. weekdays and during business hours upon request of the SD DOL Office Manager.
- 2. Spreading of ice removal salts on entrances and exits prior to 7 a.m. weekdays.

CONTRACTOR

STATE OF SOUTH DAKOTA
Department of Labor

AI Cleaning + Restoration
Contractor Name

Alan Judner
Contractor Signature

Watertown
Local Dept of Labor Office

Sue Bogen
Local Office Manager

Date

Contractor Address:

P.O. Box 1941
Street or Box Number

Watertown SD 57201
City State Zip

605 886-6492
Phone Number of Contractor

6-3-10
Date

P.O. Box 1941
(Address: Where payment is to be sent
if different from above)

Street or Box Number

Watertown SD
City

Ann D. Fleming
Director of Administrative Services

06/07/2010
Date

57201
State Zip